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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

22 INTEGRAL ARTISTS INC., a Canadian  
23 corporation,

24 *Plaintiff,*

25 v.

26 INTEGRAL ARTISTS, LLC, a California  
27 limited liability company; INTEGRAL  
ARTISTS GROUP LLC, a California  
limited liability company; and NILS  
LARSEN, an individual,

28 Case No. 2:23-cv-06449 FMO (AJRx)

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**~~PROPOSED~~ STIPULATED**  
**PROTECTIVE ORDER**

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32  
**1. GENERAL**

33 1.1. Purposes and Limitations. Discovery in this action is likely to involve  
34 production of confidential, proprietary, or private information for which special  
35 protection from public disclosure and from use for any purpose other than  
36 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
37 stipulate to and petition the Court to enter the following Stipulated Protective Order.  
38 The parties acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords from public  
2 disclosure and use extends only to the limited information or items that are entitled  
3 to confidential treatment under the applicable legal principles. The parties further  
4 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
5 Order does not entitle them to file confidential information under seal; Civil Local  
6 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
7 be applied when a party seeks permission from the court to file material under seal.

8       1.2. Good Cause Statement. This action is likely to involve trade secrets,  
9 customer and pricing lists and other valuable research, development, commercial,  
10 financial, technical and/or proprietary information for which special protection from  
11 public disclosure and from use for any purpose other than prosecution of this action  
12 is warranted. Such confidential and proprietary materials and information consist  
13 of, among other things, confidential business or financial information, information  
14 regarding confidential business practices, or other confidential research,  
15 development, or commercial information (including information implicating privacy  
16 rights of third parties), information otherwise generally unavailable to the public, or  
17 which may be privileged or otherwise protected from disclosure under state or  
18 federal statutes, court rules, case decisions, or common law. Accordingly, to  
19 expedite the flow of information, to facilitate the prompt resolution of disputes over  
20 confidentiality of discovery materials, to adequately protect information the parties  
21 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
22 necessary uses of such material in preparation for and in the conduct of trial, to  
23 address their handling at the end of the litigation, and serve the ends of justice, a  
24 protective order for such information is justified in this matter. It is the intent of the  
25 parties that information will not be designated as confidential for tactical reasons  
26 and that nothing be so designated without a good faith belief that it has been  
27 maintained in a confidential, non-public manner, and there is good cause why it  
28 should not be part of the public record of this case.

1       2. **DEFINITIONS**

2       2.1. Action: The above-captioned lawsuit titled *Integral Artists Inc. v.*  
3 *Integral Artists, LLC, et al.*, bearing Case No. 2:23-cv-06449 FMO (AJRx).

4       2.2. Challenging Party: a Party or Non-Party that challenges the designation  
5 of information or items under this Order.

6       2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
7 how it is generated, stored or maintained) or tangible things that qualify for  
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9 the Good Cause Statement.

10      2.4. Counsel: Outside Counsel of Record and House Counsel (as well as  
11 their support staff).

12      2.5. Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO.”

15      2.6. Disclosure or Discovery Material: all items or information, regardless  
16 of the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced or  
18 generated in disclosures or responses to discovery in this matter.

19      2.7. Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
21 an expert witness or as a consultant in this Action.

22      2.8. “HIGHLY CONFIDENTIAL – AEO” Information or Items:  
23 CONFIDENTIAL Information or Items that the Designating Party in good faith  
24 reasonably believes to contain information of a particularly sensitive or confidential  
25 nature that warrants further restricted disclosure, such as information the disclosure  
26 of which to another party or non-party would create a substantial risk of serious harm  
27 to the designating party or a third party that could not be avoided by less restrictive  
28 means.

1       2.9. House Counsel: attorneys who are employees of a Party to this Action  
2 or its insurer. House Counsel does not include Outside Counsel of Record.

3       2.10. Non-Party: any natural person, partnership, corporation, association,  
4 or other legal entity not named as a Party to this action.

5       2.11. Outside Counsel of Record: attorneys who are not employees of a party  
6 to this Action but are retained to represent or advise a party to this Action and have  
7 appeared in this Action on behalf of that party or are affiliated with a law firm that  
8 has appeared on behalf of that party, including support staff.

9       2.12. Party: any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, House Counsel, and Outside Counsel of  
11 Record (and their support staffs).

12       2.13. Producing Party: a Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14       2.14. Professional Vendors: persons or entities that provide litigation support  
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
17 and their employees and subcontractors.

18       2.15. Protected Material: any Disclosure or Discovery Material that is  
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO.”

20       2.16. Receiving Party: a Party that receives Disclosure or Discovery Material  
21 from a Producing Party.

22 **3. SCOPE**

23       The protections conferred by this Stipulation and Order cover not only  
24 Protected Material (as defined above), but also (1) any information copied or  
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
26 compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material.

28       Any use of Protected Material at trial shall be governed by the orders of the

1 trial judge. This Order does not govern the use of Protected Material at trial.

2 **4. DURATION**

3 Once a case proceeds to trial, all of the court-filed information to be  
4 introduced that was previously designated as confidential or maintained pursuant to  
5 this protective order becomes public and will be presumptively available to all  
6 members of the public, including the press, unless compelling reasons supported by  
7 specific factual findings to proceed otherwise are made to the trial judge in advance  
8 of the trial. *See Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81  
9 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents  
10 produced in discovery from “compelling reasons” standard when merits-related  
11 documents are part of court record). Accordingly, the terms of this protective order  
12 do not extend beyond the commencement of the trial.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**  
15 Each Party or Non-Party that designates information or items for protection under  
16 this Order must take care to limit any such designation to specific material that  
17 qualifies under the appropriate standards. The Designating Party must designate for  
18 protection only those parts of material, documents, items, or oral or written  
19 communications that qualify so that other portions of the material, documents, items,  
20 or communications for which protection is not warranted are not swept unjustifiably  
21 within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations  
23 that are shown to be clearly unjustified or that have been made for an improper  
24 purpose (e.g., to unnecessarily encumber the case development process or to impose  
25 unnecessary expenses and burdens on other parties) may expose the Designating  
26 Party to sanctions.

27 If it comes to a Designating Party’s attention that information or items that it  
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2       5.2. Manner and Timing of Designations. Except as otherwise provided in  
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
5 under this Order must be clearly so designated before the material is disclosed or  
6 produced.

7              Designation in conformity with this Order requires:

8                  (a) for information in documentary form (e.g., paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), that the Producing Party affix, at a minimum, the legend  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO” (hereinafter the  
12 “Confidentiality Legend”), to each page that contains Protected Material. If only a  
13 portion or portions of the material on a page qualifies for protection, the Producing  
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins).

16              A Party or Non-Party that makes original documents available for inspection  
17 need not designate them for protection until after the inspecting Party has indicated  
18 which documents it would like copied and produced. During the inspection and  
19 before the designation, all of the material made available for inspection shall be  
20 deemed “HIGHLY CONFIDENTIAL – AEO.” After the inspecting Party has  
21 identified the documents it wants copied and produced, the Producing Party must  
22 determine which documents, or portions thereof, qualify for protection under this  
23 Order. Then, before producing the specified documents, the Producing Party must  
24 affix the Confidentiality Legend to each page that contains Protected Material. If  
25 only a portion or portions of the material on a page qualifies for protection, the  
26 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
27 appropriate markings in the margins).

28

19       5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party's right to secure protection under this Order for such material.  
22 Upon timely correction of a designation, the Receiving Party must make reasonable  
23 efforts to assure that the material is treated in accordance with the provisions of this  
24 Order.

25    6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26       6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court's  
28 Scheduling Order.

1       6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37-1, et seq. Any discovery motion must  
3 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

4       6.3. Burden. The burden of persuasion in any such challenge proceeding  
5 shall be on the Designating Party. Frivolous challenges, and those made for an  
6 improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on  
7 other parties) may expose the Challenging Party to sanctions. Unless the  
8 Designating Party has waived or withdrawn the confidentiality designation, all  
9 parties shall continue to afford the material in question the level of protection to  
10 which it is entitled under the Producing Party's designation until the Court rules on  
11 the challenge.

12     **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13     7.1. Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this  
15 Action only for prosecuting, defending, or attempting to settle this Action. Such  
16 Protected Material may be disclosed only to the categories of persons and under the  
17 conditions described in this Order. When the Action has been terminated, a  
18 Receiving Party must comply with the provisions of section 13 below (FINAL  
19 DISPOSITION).

20     Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23     7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
24 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 “CONFIDENTIAL” only to:

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1                         (a) the Receiving Party's Outside Counsel of Record in this Action,  
2 as well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4                         (b) the officers, directors, and employees (including House Counsel)  
5 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

6                         (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9                         (d) the Court and its personnel;

10                         (e) court reporters and their staff;

11                         (f) professional jury or trial consultants, mock jurors, and  
12 Professional Vendors to whom disclosure is reasonably necessary for this Action  
13 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
14 A);

15                         (g) the author or recipient of a document containing the information  
16 or a custodian or other person who otherwise possessed or knew the information;

17                         (h) during their depositions, witnesses, and attorneys for witnesses,  
18 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
19 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
20 they will not be permitted to keep any confidential information unless they sign the  
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
22 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material may  
24 be separately bound by the court reporter and may not be disclosed to anyone except  
25 as permitted under this Stipulated Protective Order; and

26                         (i) any mediator or settlement officer, and their supporting  
27 personnel, mutually agreed upon by any of the parties engaged in settlement  
28 discussions.

1       7.3. Disclosure of “HIGHLY CONFIDENTIAL - AEO” Information or  
2 Items. Unless otherwise ordered by the Court or permitted in writing by the  
3 Designating Party, a Receiving Party may disclose any information or item  
4 designated “HIGHLY CONFIDENTIAL - AEO” only to:

5             (a) the Receiving Party’s Outside Counsel of Record in this Action,  
6 as well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8             (b) a single House Counsel to whom disclosure is reasonably  
9 necessary for this Action and who has signed the “Acknowledgment and Agreement  
10 to Be Bound” (Exhibit A), who shall not disclose any information designated under  
11 this section to the officers, directors, and employees (including other House  
12 Counsel) of the Receiving Party;

13             (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16             (d) the Court and its personnel;

17             (e) court reporters and their staff;

18             (f) professional jury or trial consultants, mock jurors, and  
19 Professional Vendors to whom disclosure is reasonably necessary for this Action  
20 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
21 A);

22             (g) the author or recipient of a document containing the information  
23 or a custodian or other person who otherwise possessed or knew the information;

24             (h) during their depositions, witnesses, and attorneys for witnesses,  
25 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
26 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
27 they will not be permitted to keep any confidential information unless they sign the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may  
3 be separately bound by the court reporter and may not be disclosed to anyone except  
4 as permitted under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting  
6 personnel, mutually agreed upon by any of the parties engaged in settlement  
7 discussions and who have signed the “Acknowledgment and Agreement to Be  
8 Bound” (Exhibit A).

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this Action as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such  
15 notification shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or  
17 order to issue in the other litigation that some or all of the material covered by the  
18 subpoena or order is subject to this Protective Order. Such notification shall include  
19 a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with  
23 the subpoena or court order shall not produce any information designated in this  
24 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – AEO” before a  
25 determination by the court from which the subpoena or order issued, unless the Party  
26 has obtained the Designating Party’s permission. The Designating Party shall bear  
27 the burden and expense of seeking protection in that court of its confidential material  
28 and nothing in these provisions should be construed as authorizing or encouraging a

1 Receiving Party in this Action to disobey a lawful directive from another court.

2 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
3 **PRODUCED IN THIS LITIGATION**

4 (a) The terms of this Order are applicable to information produced  
5 by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
6 CONFIDENTIAL – AEO." Such information produced by Non-Parties in  
7 connection with this litigation is protected by the remedies and relief provided by  
8 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
9 Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request,  
11 to produce a Non-Party's confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party's  
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the  
15 Non-Party that some or all of the information requested is subject to a confidentiality  
16 agreement with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the  
18 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
19 reasonably specific description of the information requested; and

20 (3) make the information requested available for inspection by  
21 the Non-Party, if requested.

22 (4) If the Non-Party fails to seek a protective order from this  
23 Court within 14 days of receiving the notice and accompanying information, the  
24 Receiving Party may produce the Non-Party's confidential information responsive  
25 to the discovery request. If the Non-Party timely seeks a protective order, the  
26 Receiving Party shall not produce any information in its possession or control that  
27 is subject to the confidentiality agreement with the Non-Party before a determination  
28

1 by the Court. Absent a court order to the contrary, the Non-Party shall bear the  
2 burden and expense of seeking protection in this Court of its Protected Material.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
9 or persons to whom unauthorized disclosures were made of all the terms of this  
10 Order, and (d) request such person or persons to execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
13 PROTECTED MATERIAL**

14 When a Producing Party gives notice to Receiving Parties that certain  
15 inadvertently produced material is subject to a claim of privilege or other protection,  
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
18 may be established in an e-discovery order that provides for production without prior  
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as  
20 the parties reach an agreement on the effect of disclosure of a communication or  
21 information covered by the attorney-client privilege or work product protection, the  
22 parties may incorporate their agreement in the stipulated protective order submitted  
23 to the Court.

24 **12. MISCELLANEOUS**

25 **12.1. Right to Further Relief.** Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27 **12.2. Right to Assert Other Objections.** By stipulating to the entry of this  
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4       12.3. Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the  
7 specific Protected Material at issue; good cause must be shown in the request to file  
8 under seal. If a Party's request to file Protected Material under seal is denied by the  
9 Court, then the Receiving Party may file the information in the public record unless  
10 otherwise instructed by the Court.

11       **13. FINAL DISPOSITION**

12       After the final disposition of this Action, within 60 days of a written request  
13 by the Designating Party, each Receiving Party must return all Protected Material to  
14 the Producing Party or destroy such material. As used in this subdivision, "all  
15 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
16 other format reproducing or capturing any of the Protected Material. Whether the  
17 Protected Material is returned or destroyed, the Receiving Party must submit a  
18 written certification to the Producing Party (and, if not the same person or entity, to  
19 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
20 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms  
21 that the Receiving Party has not retained any copies, abstracts, compilations,  
22 summaries or any other format reproducing or capturing any of the Protected  
23 Material. Notwithstanding this provision, counsel are entitled to retain an archival  
24 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
25 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
26 work product, and consultant and expert work product, even if such materials contain  
27 Protected Material. Any such archival copies that contain or constitute Protected  
28 Material remain subject to this Protective Order as set forth in Section 4

1 (DURATION).

2 **14. VIOLATION OF ORDER**

3 Any violation of this Order may be punished by any and all appropriate  
4 measures including, without limitation, contempt proceedings and/or monetary  
5 sanctions.

6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7 Dated: December 16, 2023

BYRON RAPHAEL LLP

8 By: /s/ Jordan Raphael  
Jordan Raphael

9  
10 *Attorneys for Plaintiff*  
INTEGRAL ARTISTS INC.

11 Dated: December 16, 2023

BALLARD SPAHR LLP

12 By: /s/ Scott S. Humphreys  
Scott S. Humphreys

13  
14 *Attorneys for Defendants*  
INTEGRAL ARTISTS, LLC,  
INTEGRAL ARTISTS GROUP LLC,  
and  
15 NILS LARSEN

16  
17 L.R. 5-4.3.4(a)(2)(i) Certification:

18 *All other signatories listed, and on whose behalf the filing is submitted, concur in*  
19 *the filing's content and have authorized the filing.*

20 /s/ Jordan Raphael  
21 Jordan Raphael

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**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was entered by the United States District Court for the Central District of California  
in the case of *Integral Artists Inc. v. Integral Artists, LLC, et al.*, Case No. 2:23-cv-  
06449 FMO (AJRx). I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

INTEGRAL ARTISTS INC., a Canadian corporation,

V.

*Plaintiff,*

INTEGRAL ARTISTS, LLC, a California limited liability company; INTEGRAL ARTISTS GROUP LLC, a California limited liability company; and NILS LARSEN, an individual,

### *Defendants.*

Case No. 2:23-cv-06449 FMO (AJRx)

**[PROPOSED] ORDER RE  
STIPULATED PROTECTIVE  
ORDER**

Having considered the papers, and finding that good cause exists, the Parties' Stipulated Protective Order is **granted**.

## IT IS SO ORDERED.

DATED: December 18, 2023

  
A. JOE RICHLIN  
UNITED STATES MAGISTRATE  
JUDGE